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The Solicitors' Journal

VOL. LXXIX. **Saturday, August 3, 1935.** No. 31

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Current Topics.

The Long Vacation.

ALTHOUGH the Long Vacation which has just begun is to be slightly longer than its predecessor of last year, it will be much more abbreviated than in days gone by. At one time it lasted for nearly three months, from 8th August to 2nd November, the closing date accounting for the last and farewell toast at the Summer Assizes of "*Cras Animarum*"—a phrase, as one writer sorrowfully said had become meaningless when sacrilegious hands were laid upon the Long Vacation, and the courts resumed in October, long before the dawn of the morrow of All Souls. Not only has the longitude of the autumn vacation been curtailed since those now far-off days, its terminals have been altered. Many will recall that the courts were accustomed to sit till 12th August, too long to permit many of the devotees of the moors to be present at the opening of the grouse season, and the vacation ended on 24th October—an arrangement since replaced by one more conducive to the general convenience, namely, by the courts ceasing to function in the full sense of the term on 31st July and resuming early in October. Like many another English institution the Long Vacation has not escaped criticism, and not a few foreign observers have commented on the generous allowance which our judges permit themselves. One of the commentators made a careful calculation by which he arrived at the result that the courts functioned on something like 200 days in the year which, in his opinion, involved a fairly liberal allowance of exemption from work. In such matters, however, we are all apt to stand on the ancient ways, and in this connection thereby enjoy the long surcease from the working of the legal machinery.

Slum Clearance Compensation.

WE have in the past made a number of references to the subject of compensation in dealing with re-housing, and suggested that marked inadequacy in this respect is calculated to be a deterrent in the movement towards the clearance of slums; and in touching upon the provisions of the new Housing Bill we have laid special stress upon its compensation provisions, not only because of their importance to practitioners in their professional capacity, but because it is thought that they go far to remove a real obstacle in the way of the provision of better houses for the working classes, the need of which can hardly be questioned. There is, however, a considerable body of opinion which considers that the new provisions do not go far enough, and as representative of such opinion reference is now made to the deputation from the City of Leeds Conservative Association and the Leeds and District Property Owners and Ratepayers Association, recently received by Sir KINGSLEY WOOD, Minister of Health. According to the report in *The Times*, the deputation urged "(*a*) That steps be taken forthwith to secure by legislation or otherwise that a fair basis and method of compensation be instituted for owners of property of value, which is included in scheduled areas for demolition; (*b*) that the earliest steps be taken to secure that the tribunal before which this mass of property is tried shall be presided over by a person appointed independently of the Ministry, acting judicially and assisted by an assessor with local knowledge and with power to attach reasonable plus values to houses marked for demolition and maintained in habitable repair." The chairman of the first-named association said that the deputation did not seek compensation for bad, insanitary or neglected houses; but they urged that the present system of administration gave rise to grave doubt and bitter criticism by house-owners who had no redress or appeal from the departmental decision. The permissible payment of £10 to £14 which, he said, was the maximum amount likely to be granted under the new Bill to other than occupying owners was, in their opinion, neither a fair nor a reasonable attempt at meeting their claims. Attention was drawn to the position at Leeds, where the problem was exceptional, because it had proportionately by far the largest slum clearance scheme of any town or city in the country. Already 9,300 houses have been scheduled by the housing authority, and 3,853 houses have been adjudicated upon, 97 per cent. of them, it was said, having been ordered to be demolished without compensation. The Minister of Health intimated in reply to the deputation that he could not now consider further legislation. Reference was made to the amendments effected by the Housing Bill in regard to compensation. The matters raised had been carefully considered, and the decisions arrived at were to be regarded as now settled by the legislature. Careful attention would, it was indicated, be given to the representations made and Sir KINGSLEY WOOD said that he would take steps to see that there was fair and just administration of housing policy according to the statutes.

Property Owners' Federation.

REFERENCE to the foregoing deputation was made at a conference of the National Federation of Property Owners and Ratepayers which was held recently at Llandudno under the presidency of LORD CHESHAM. A resolution, which was carried unanimously, expressed grave disappointment with the Housing Bill because of "the scant attention given to the urgent claim for justice put forward on behalf of holders of property affected by clearance; the meagre concessions on the question of compensation; and the absolute refusal of the Minister of Health to provide for any independent

or impartial tribunal at any stage of the clearance or to permit any appeal to the law courts." The mover of this resolution explained that what owners wanted was market value; the demand for adequate compensation was not one which came from rapacious landlords. Recent assertions of Ministers and Members of Parliament to the effect that the claims of property owners have been largely met by the concessions in the Housing Bill were, according to the terms of another resolution, viewed with "grave concern." A proposal, submitted in the form of an amendment to this resolution, urged that the government should be called upon to introduce, *inter alia*, legislation to provide a fund on the lines of the Redundant (Licence) Compensation Fund for the payment of fair market value for such property as, in the opinion of a special housing committee of experts, should be considered unfit or obsolete for occupation. Another resolution, which was carried, deprecated the proposal of the London County Council to promote legislation for the rating of empty property to the extent of one-fourth of the general rate levied by the metropolitan boroughs.

Housing Bill: Consideration of Lords' Amendments.

THE House of Commons considered and further amended, last Friday week, some amendments introduced into the Housing Bill by the House of Lords. Thus the operation of a provision to the effect that the regulations prescribing the manner in which the floor area of a room is to be ascertained for the purpose of the First Schedule may provide for the exclusion from computation, or for the bringing into computation at a reduced figure, of floor space in any part of a room which is of less than a specified height, has been restricted to rooms of a height not exceeding eight feet. Another provision limiting the powers of local authorities to acquire land compulsorily for housing development, so as to include only land which the Minister of Health is satisfied is likely to be required within five years, has been altered by the substitution of ten years for the shorter period. Another amendment is designed to meet the case of a local authority unreasonably refusing to assist a housing association able and willing to do some of the necessary work. If such an association represents to the Minister that it has submitted to a local authority proposals for arrangements under cl. 28, and that the latter has unreasonably refused to make arrangements in accordance with the proposals, the Minister is now to be empowered to require the local authority to furnish him with a report of the matter, stating the reasons for the refusal.

New Rules and Orders.

THE attention of readers is drawn to the new Statutory Rules and Orders and to the Order in Council set out on p. 576 of the present issue. The modifications effected by the Rules of the Supreme Court (No. 2), 1935, which came into operation on the 17th of last month, follows from changes introduced in regard to appeals from the county court and from the shortening of the Long Vacation. Paragraphs (2) and (3) of r. 31DD are concerned with appeals by poor persons from decisions of county court judges and, as amended, deal with the present position under which appeals go direct to the Court of Appeal, a new paragraph being added to provide for cases where appeal still lies to the High Court. The revoked rule (18) applied Order LIX, which is concerned with Divisional Courts to the county court. Order LXIII, which deals with the sittings and vacations of the Supreme Court of Judicature, is altered to bring the text in line with the practice of fixing the dates for the termination of the Long Vacation and the beginning of the Michaelmas sittings by Order in Council, and similar modifications are introduced into rr. 4 and 4A of Order LXIV, concerned with the delivery of pleadings, etc., in the Long Vacation. For the present year by an Order in Council, dated 6th June, it has been ordered that the Michaelmas sittings of the Court of Appeal and of the High Court of Justice shall begin on 7th October, and, in consequence, the schedules to the Order in Council of the 14th March, 1912, so far as they relate to the Commission days on the Midland, Oxford, Western and Northern Circuits, have been suspended. This has been effected for the present year only, by the Autumn Circuit (1935) Order, 1935, which is brought into immediate operation under the Rules Publication Act, 1893, s. 2, the Commission days substituted being indicated in the schedule. The Supreme Court Funds (No. 2) Rules, 1935, superseded and replaced the Supreme Court Funds (No. 2) Provisional Rules, 1935, on the 26th July. The latter, dated 17th May, 1935, which were set out in our issue of 1st June (79 SOL. J. 407), were brought into operation immediately. The text of the new rules follows that of the provisional rules.

Recent Decisions.

IN *Bedwas Navigation Colliery Co.* (1921), *Ltd.* v. *Executive Board for South Wales District* (*The Times*, 25th July), the House of Lords upheld the award of an arbitrator under the Coal Mines Act, 1930—appeals from which had been dismissed by a Divisional Court and the Court of Appeal—to the effect that a quantity of coal raised from the appellants' mine during the quarter ended September, 1932, in excess of the quota allocated thereto under the South Wales district scheme justified the application of the appropriate penalty imposed in respect thereof by the respondents. The appellants alleged that the excess in question was solely occasioned in order to fulfil a contract made before 11th December, 1929, and that they were accordingly protected under s. 4, sub-s. (2) (*a*) of the Coal Mines Act, 1930. The contract contained a *force majeure* clause absolving the appellants from liability for failure to deliver occasioned, *inter alia*, by the operation of any restriction of output scheme, which, according to the arbitrator's holding, excused delivery with the result that the excess production was not justified. LORD ATKIN intimated that he was not prepared to support the award, as some of the judges below had done, by treating the arbitrator's determination as a question of fact: the arbitrator had come to a correct determination in law.

In *Ley* v. *Hamilton* (p. 573 of this issue), the House of Lords allowed an appeal from an order of the Court of Appeal directing a new trial, and restored the judgment of the Lord Chief Justice in a case in which damages of £5,000 were awarded to the appellant for libel. The defence was one of privilege, and the case turned upon whether the pleadings covered occasions not connected with a proposed business undertaking in which both plaintiff and defendant were to be interested. The House of Lords held that the only privilege pleaded was as to an occasion created by a continuing joint business interest as narrated in an earlier part of the plea, and that the ruling of the Lord Chief Justice of the trial, that the occasions in question were not privileged, was correct.

The dispute in *Archie Parnell and Alfred Zeitlin, Ltd.* v. *Theatre Royal* (*Drury Lane*), *Ltd.*; *Same* v. *Same* (*Cochran, Third Party*), reported on p. 574 of this issue, concerned a contract whereby the defendants granted to the plaintiffs the sole and exclusive licence to perform the play "Cavalcade" with living actors on tour in the provinces for a period of five years. The contract provided that during that term no mechanical reproduction of the play should be made or done in the territory covered except by mutual agreement of the parties and the author. A few months earlier the motion picture rights had been assigned, and it was not until after the aforesaid contract that the plaintiffs learned that the film was to be shown in their territory. It was held that the contract in question contemplated an assignment of the performing rights of the play free of all contemporaneous mechanical reproduction, and damages of £5,000, representing the difference in value between the rights assigned and those which had been in fact enjoyed, were awarded.

Champerty.

A RECENT case calls attention to this somewhat out of the way subject, and it is proposed in this article to consider shortly the nature of champerty and refer to the principal authorities.

Champerty has been defined as the unlawful maintenance of a suit in consideration of some bargain to have part of the thing in dispute or some profit out of it (per Tindal, C.J., in *Stanley* v. *Jones* (1831), 7 Bing. 369, 377). It is important to observe at the outset that the essence of the mischief is maintenance of a suit, in fact, champerty "is but a form of maintenance though it be maintenance aggravated by an agreement to have part of the thing in dispute" (per Chitty, J., in *Guy* v. *Churchill* (1888), 40 Ch. D. 481).

In *Sprye* v. *Porter* (1856), 7 E. & B. 58, it was held by Lord Campbell, C.J., that an agreement to furnish existing documents and information to enable a person to recover property, of his right to which he was not aware, in consideration of receiving a share of the property to be recovered, is not illegal if no suit is depending and no stipulation is made for the commencement of any suit, but that it is illegal to agree for such a consideration to supply evidence sufficient to enable a person to recover property in case of its being necessary to resort to legal proceedings for its recovery.

Stanley v. *Jones*, *supra*, is another authority to the same effect.

It seems, however, that the mere giving of information to enable a person to recover property and nothing more upon the terms of receiving a share in the property recovered, is not champertous, and such an agreement can be enforced. There is, it will be seen, in such a case, no element of maintenance.

If, however, the agreement provides that the person supplying the information shall seek and furnish from time to time further evidence to enable an action to be presented, that renders the agreement illegal and void. Still more, of course, would that be so if the person supplying the evidence were himself to conduct or cause the proceedings or be engaged in any way in prosecuting them.

An important case in point is *Rees* v. *De Bernardy* [1896] 2 Ch. 437. A died intestate, having considerable real estate and leaving B and C his co-heiresses-at-law, both of whom were advanced in years, illiterate and of very humble rank in life. D, having ascertained the heirship of B and C, induced them to sign an agreement whereby, in consideration of his revealing to them the existence of the property and their title to it (of both which circumstances they were wholly unaware), they agreed to give him one-half of the net amount of the property. At the same time D verbally arranged to recover the property for them, and induced them to employ his solicitor to act for them in the matter. The property was in the hands of the Public Trustee in New Zealand, and the title of B and C was clear, and no litigation was contemplated. B and C died and their personal representatives brought an action to set aside the agreement.

Romer, J., in giving judgment for the plaintiffs, expressed the view that it was not necessary in cases of that kind in order that the agreement should be held void, that it should amount strictly in point of law to champerty or maintenance so as to constitute a punishable offence. His lordship quoted from the judgment of Knight Bruce, L.J., in *Reynell* v. *Sprye* (1852), 1 D.M. & G. 660, who in reference to the agreement there impeached said: "Such an understanding, such an agreement . . . may or may not have amounted strictly in point of law to champerty or maintenance so as to constitute a punishable offence, but must in my judgment be considered clearly against the policy of the law, clearly mischievous, clearly such as a court of equity ought to discourage and relieve against." Then Romer, J., went on: "Now, in the case before me I think the true agreement made by the defendant was one contrary to the policy of the law. I agree that a contract by a person to communicate information on terms of getting a share of any property that may thereby be recovered by the person to whom the information is to be given and nothing more, is not champerty or void (see *Sprye* v. *Porter*). But if the arrangement come to is not merely that information shall be given, but also that the person who gives it and who is to share in what may be recovered shall himself recover the property or actively assist in the recovery of it by procuring evidence or similar means, then I think the arrangement is contrary to the policy of the law and void."

It will be noticed that in *Rees* v. *De Bernardy* the written agreement was not champertous, it was the verbal arrangement to the effect that the defendant was himself to recover the property or at least to assist in the recovery of it that made the transaction void. The court will not merely look at the written agreement but will consider the surrounding circumstances and especially any verbal arrangements in order to arrive at the true nature of the transaction.

The recent case referred to at the commencement of this article is *Uttley* v. *Alfred J. Hooper & Co.*, reported at (79 SOL. J. 542) and at greater length in *The Times* for July 12th and 13th.

In that case the facts, shortly put, were that the defendants, who described themselves as genealogists, ascertained that the plaintiff was one of many who had become entitled to a share in the estate of an intestate. The defendants had interviews with the plaintiff, and there was some conflict of evidence as to what took place, but eventually the defendants obtained the signature of the plaintiff to two documents. There were allegations (which were denied) that the plaintiff did not understand and was not given an opportunity of reading the documents or of taking advice thereon, and in respect of these matters Eve, J., accepted the evidence given by and on behalf of the plaintiff, so that the transaction might perhaps have been set aside on grounds other than that it was champertous. It is, however, not within the scope of this article to consider the matter except to see on what his lordship based his judgment that the arrangement amounted in fact to champerty. There were two documents signed by the plaintiff, and it appeared that similar documents had been signed by a large number of other beneficiaries. These documents were (1) an agreement to the effect that in consideration of the defendants having discovered that the beneficiaries might be entitled to money and in consideration of the defendants agreeing to supply full particulars, the beneficiaries agreed to pay to them one-third of the net amount recovered; and (2) an authority to the defendants to instruct solicitors or agents in the matter. There was also an indemnity signed by the defendants under which they agreed to indemnify the claimants against all costs, charges and expenses in the event of their failing to secure any share in the estate. Those three documents together constituted the contract between the parties.

Eve, J., held that the arrangement was champertous and void. The learned judge said that the champertous nature of the transaction appeared from the documents and the surrounding circumstances. It is thought that from the documents themselves champerty appeared without the aid of any other evidence. It was clear from the second document, at any rate, that the defendants were to take an active part in recovering the property, as they were to instruct solicitors and agents to act in the matter, and that, upon the authorities to which reference has been made, was, it is considered, sufficient to establish the champertous character of the arrangement. However, the learned judge decided that evidence of what took place verbally between the parties strengthened and confirmed that view.

Mr. Charles Ernest Jackson, solicitor, of Wisbech St. Peter, left estate of the gross value of £33,166, with net personalty £32,135. He left £300 to Hunstanton Convalescent Home.

Costs.

CONVEYANCING SCALES.

We have been asked to touch upon the problem of solicitors' fees in connection with auctions, and it seems clear that the application of the appropriate scales is not too well understood generally.

It will be remembered that the General Order of 1882, which is kept in force by the Solicitors Act, 1932, s. 82, provides, *inter alia*, for the remuneration of solicitors "for conducting a sale of property by public auction, including the conditions of sale." The scale, where the property is sold, is as follows: For the first £1,000, 24s. per £100; for the next £2,000, 12s. per £100; for the next £7,000, 6s. per £100; and for the remaining £90,000 up to £100,000, 3s. per £100. All transactions exceeding £100,000 are to be charged as for £100,000. Fractions of £100 under £50 are to be charged as for £50, and fractions over £50 are to be charged as for the next £100. Where the property is not sold, the solicitor's remuneration is to be one-half of the above scale.

The first point of difficulty occurs in attempting to reconcile one of the rules of the General Order with one of the rules applicable to Sched. I, Part I, in which is contained the scale set out above. Rule 4 of the General Order provides that the remuneration prescribed by Sched. I is not to include stamps, counsel's fees, auctioneer's or valuer's charges, travelling or hotel expenses, search or registration fees, or other disbursements reasonably and properly laid out. Rule 11 of the rules applicable to Sched. I, Part I, on the other hand, provides, in part, that the scale for conducting a sale by auction shall apply only in cases where no commission is paid by the client to an auctioneer.

In reading these two rules together, the inference is that since the scale fee is to be exclusive of any auctioneer's charges, and since further the conducting scale is only to apply where the client is not charged with any auctioneer's commission, then the scale fee for conducting a public auction can only be earned where the solicitor conducts the auction himself, and this he cannot do unless he happens to hold an auctioneer's certificate, and is otherwise fitted for conducting an auction and actually taking the bids himself.

This point, in some form or another, has come before the courts on more than one occasion, and the result of these decided cases is that the solicitor may charge the scale fee even in those cases where he employs an auctioneer to take the bids, providing the property is actually sold at the auction, and the solicitor himself bears the auctioneer's fee.

Thus, in the case of *Drielsma* v. *Manifold* [1894] 3 Ch. 100, where a solicitor had charged the scale fee for conducting an auction, and also the fee which he had paid to an auctioneer for taking the bids, it was held that the taxing master had acted quite rightly in disallowing the scale fee. It was not suggested that the solicitor could not charge his scale fee if the auctioneer's fee was borne by him, but he could not charge both. Some discussion arose on the question of reconciling r. 4 and r. 11, but as Davey, L.J., pointed out, r. 4 was a general rule, whilst r. 11 was a specific rule, and where the two run counter, then, following the ordinary rules of construction, the specific rule must prevail. He pointed out, further, that r. 4 was no doubt framed some time before Sched. I and the rules applicable thereto, and that possibly, the reference to auctioneer's charges in r. 4 was intended to be struck out, but through an oversight was not.

We have, moreover, the positive authority of North, J., for charging the scale remuneration for conducting an auction, where the auctioneer's fee is borne by the solicitors, for he observed in the case of *In re Faulkner* (1887), 36 C.D. 566, that "if the auctioneer had been employed and his commission had not been paid by the client, but had been paid by the solicitor, it is, I think, quite clear that the exception introduced by r. 11 would not apply, but that the scale fee for 'conducting the sale' would properly be payable to the solicitor." This followed the ruling of Cotton, L.J., in *Re Wilson*, 29 Ch. D. 790, where he observed that "the property may have been in such a state that the solicitor could not alone do all things that were necessary for the sale, but in such case if he claims the *ad valorem* remuneration, he must get them done by a person paid by himself."

It will be apparent from these observations that in order to entitle him to the conducting fee, the solicitor must do, or must pay someone else to do, all necessary work, such as drawing the advertisements and posters, and having them printed and posted, dividing the property into lots, drawing, printing and distributing the particulars and conditions of sale, and anything else necessary to prepare for the sale, and attending and conducting the actual auction sale.

It will be observed that whilst the scale fee is intended to cover the work entailed in dividing the property into lots, the solicitor is not required to undertake what must necessarily be purely surveying work, so that if a surveyor is employed partly to survey the property and partly to divide it into lots, it seems that his account will have to be apportioned, and that part relating to the dividing of the property must be borne by the solicitor himself, whilst that part relating to the surveying and reporting on the property may be charged to the client. Similarly, where an auctioneer is employed to value the property for the purpose of fixing the reserve price, his fee for such services may be charged against the client without affecting the solicitor's right to charge scale remuneration.

Company Law and Practice.

Some Points concerning Stock.

In the case of *Morrice* v. *Aylmer* (10 Ch. 148), it was decided that a bequest of railway shares will carry railway stock, and Lord Cairns, L.C., in the Court of Appeal, had occasion to consider the distinction between stock and shares in connection with the Companies Clauses Consolidation Act. He pointed out (at p. 154) that the term "stock" there used was obviously derived from the consideration that the companies concerned were joint stock companies, and "stock" was the short name for "joint stock"; joint stock, in his view, was only another name for shares, because the owner of part of the capital of a company is an owner of part or a share of the joint stock: "The use of the term 'stock' appears to me merely to denote that the company have recognised the fact of the complete payment of the shares, and that the time has come when those shares may be assigned in fragments, which for obvious reasons could not be permitted before, but that stock shall still be the qualification, for example of directors, who must possess a certain number of shares, and that the meetings shall be of the persons entitled to the stock, who shall meet as shareholders, and vote as shareholders, in the proportion of shares which would entitle them to vote before the consolidation into stock." Moreover, by s. 380 of the 1919 Act, "share" means share in the share capital of a company, and includes stock except where a distinction between stock and shares is expressed or implied.

Neither of these interpretations can really be said to give us a satisfactory definition of the meaning of the word "stock"; but its principal characteristics emerge sufficiently from the statutory provisions and case law surrounding the subject. It will be remembered that s. 50 (1) allows a company limited by shares or by guarantee, and having a share capital, to alter the conditions of its memorandum, if so authorised by its articles, by, *inter alia*, converting all or any of its paid-up shares into stock, and re-converting that stock into paid-up shares of any denomination. The powers conferred by the section must be exercised by the company in general meeting,

and it seems hardly necessary to mention that articles which do not authorise such conversion must be altered to create the power before it can be exercised. If such a conversion of shares into stock or re-conversion of stock into shares has taken place, within one month thereafter the company must give notice of the operation to the registrar, with details of the shares converted or stock re-converted, as the case may be, failure to do so carrying liability to a default fine.

The most important principle to be remembered in connection with stock is that a direct issue of stock cannot validly be made even if the full nominal amount payable is paid in cash at the time of issue; that is to say, following the implication contained in s. 50, shares must first be issued, and then, when they are fully paid up, they may be converted into stock in accordance with the provisions of the section. The leading case on the point, and one which embraces most aspects of the matter, is *In re Home and Foreign Investment and Agency Company Limited* [1912] 1 Ch. 72. There the original capital of the company consisted of preference and ordinary shares, the preference shares having a fixed dividend but no priority as to capital. It had power to convert its paid-up shares into stock, and accordingly it converted its ordinary shares into ordinary stock at face value, but, in converting its preference shares into preference stock bearing a lower rate of interest, it gave the holders extra bonus stock to maintain their former dividends. The company also made direct issues of fully paid preference and ordinary stock for cash without going through the formality of first issuing fully paid shares and converting them, in addition to direct issues of partly paid ordinary shares and partly paid ordinary stock for cash. All the holders were placed on the register and received dividends. Approximately fifteen years after these issues were made the company was wound up voluntarily; after all the creditors had been paid, the liquidator had a balance of surplus assets, amounting to £12,500, available for distribution among the members.

In consequence of these happenings, a summons was taken out by the liquidator to determine how these surplus assets ought to be distributed, and whether any and what calls should be made upon any and what class of contributories for the purpose of adjusting their rights *inter se*: no claims were made in respect of the arrears of dividend during the nine years preceding the commencement of the winding-up. The court held (1) that, having regard to the lapse of time, the irregularity in the direct issues of the fully paid preference and ordinary stock must be treated as waived, and the holders were entitled to rank for the full amount of their holding; (2) that the original holders and transferees of preference stock converted from fully paid preference shares could only rank for the amount representing conversion at face value, and not for the bonus stock, which was wholly *ultra vires*, and must be treated as non-existent; (3) that the holders of partly-paid shares were entitled to rank for the amount paid and were subject to a call for equalisation; (4) that the original holders and transferees of partly-paid ordinary stock were not entitled to rank at all, as their stock was wholly *ultra vires* and must be treated as non-existent; and (5) that no call could be made on the holders of the bonus or partly-paid stock.

Another point in connection with stock may arise on a reduction of capital, for one of the methods of reducing capital permitted by s. 55 is the cancellation of any paid-up share capital, which is lost or unrepresented by available assets, either with or without extinguishing or reducing liability on any of its shares; and here the definition of "share" in s. 380 with reference to stock must be borne in mind. In *In re House Property and Investment Company*, [1912] W.N. 110, the company had issued £669,050 capital in shares which had been fully paid for and afterwards converted into stock. The petition for reduction of capital, by the cancellation of that which had been lost in consequence of depreciation in the value of certain house property, asked for confirmation of a reduction authorised by a special resolution in these terms: "That the capital of the company be reduced by writing off the sum of £200,715 stock as being capital lost or unrepresented by available assets, and that such reduction be given effect to by reducing the holding of each stockholder of the company by 30 per cent., being the proportion which the sum so to be written-off as aforesaid bears to the amount of the issued stock." Neville, J., observed that there could not be any more difficulty in reducing capital by cancelling stock than by cancelling shares, and he made the order in the form asked. In other words, on a cancellation of paid-up capital consisting of stock, the re-conversion of that stock is not necessary before the cancellation can become effective: see also *In re Allsopp and Sons Limited*, 51 W.R. 644.

Another point to be remembered is that the register of members, by s. 95, must contain, *inter alia*, the names, addresses and occupations of the members, together with a statement of the shares held by each member, distinguishing each share by its number, and of the amount paid or agreed to be considered as paid on the shares of each member, in the case of a company having a share capital. But where the company has converted any of its shares into stock and given notice of such conversion to the registrar, the register is to show the amount of stock held by each member instead of the amount of shares and the above particulars as to their numbers and the amounts paid or to be paid thereon.

In conclusion, some consideration of the relevant clauses in Table A, which deal with stock, would not, I think, be inappropriate. Clause 30 gives power to the company by ordinary resolution to convert any paid-up shares into stock and reconvert any stock into paid-up shares of any denomination: while, by clause 31, the stockholders may transfer their stock, or any part thereof, in the same manner, and subject to the same regulations, as, and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances permit; but the Directors may from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose. The holders of stock are to have, according to the amount of the stock held by them, the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the company) is to be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred that privilege or advantage (clause 32). And lastly, by the next clause, dealing with interpretation, such of the company's regulations as are applicable to paid-up shares are to apply to stock, and the words "share" and "shareholder" therein are to include "stock" and "stockholder."

A Conveyancer's Diary.

Powers and the Perpetuity Rule.

I HAVE had my attention called to this question recently, and although I have dealt with it before, I do not think that I have considered it in connection with powers of sale. It may be very important to ascertain whether such a power given to trustees is valid or not, for although it may not be exercisable by the trustees but by the tenant for life, if it is good it serves to make the trustees of the settlement trustees for the purposes of the Settled Land Act.

First, as to powers generally, the rule can be stated in the words of Parker, J., in *Re De Sommery* [1912] 2 Ch. 622, as

follows: "A special power which, according to the true construction of the instrument creating it, is capable of being exercised beyond lives in being and twenty-one years afterwards is, by reason of the rule against perpetuities, absolutely void; but if it can only be exercised within the period allowed by the rule it is a good power, even although some particular exercise of it might be void because of the rule."

An application of the rule in relation to a power which was not a power of sale is to be found in the well-known case of *Re Allott: Hammer* v. *Allott* [1924] 2 Ch. 498.

In that case a testator by his will directed his trustees to stand possessed of all the mines and minerals beneath the surface of his residuary real estate and of the rents and profits thereof, in trust to pay perpetual annuities to his daughters. The daughters were parties to a deed of family arrangement under which power was given to trustees to manage or lease the mines and minerals in order to provide the moneys necessary to pay the annuities. Under the will, the trusts of which were to be treated as incorporated in the deed, the surviving husband of any daughter was entitled for life to the annuity given to his wife by the will, and the deed contemplated the exercise of the power of leasing during the life of the surviving husband, who was not necessarily a person who was alive at the date of the execution of the deed.

It was held by Russell, J., and the Court of Appeal, that as the trustees might have exercised their power of leasing so as to create for the first time a new interest in land after the perpetuity period had expired, the power of leasing was void.

It is, however, not necessary that the power should be expressly limited so as to be within the rule. Where there is no limit expressed, the court has construed the power as limited as to the period of time within which it must be exercised to the duration of the trusts for the execution of which the power is given, that is to say, that when the trust comes to an end by the property becoming vested in an absolute owner the power itself at the same time *ipso facto* ceases. In such circumstances, the question whether the power is, or is not, good, depends upon whether or not the property becomes vested in an absolute owner within the limit of time allowed by the rules against perpetuities.

The question is always one of construction as to whether or not it is contemplated that the power may be exercised after the property becomes vested in an absolute owner.

Now with regard to powers of sale, it has been held that so long as there are limitations subsisting under a settlement which themselves are good the power which is given, although not so limited in terms, must be construed to subsist until the limitations come to an end by the vesting of the land in fee simple.

It might have been thought, and at one time it was considered (partly owing to some observations made by Lord Eldon in *Ware* v. *Polhill*, 11 Ves. 257), that powers of sale exercisable during the lifetime of a tenant in tail under a settlement were void as too remote, on the ground that the tenancy in tail might subsist for any length of time. So, where a settlement gave such a power to be exercised during the continuance of successive estates tail, it was said that the power might according to its terms be exercised at a time long after the life or lives in being and twenty-one years afterwards, and so be void under the rule. However, it has long been settled that such powers are not void inasmuch as the estate tail may be barred at any time.

Waring v. *Coventry* (1833), 2 M. &. K. 249, is an authority for that. There an estate was limited to the settlor for life with remainder to his eldest son for life with remainder to his children in tail with remainder to another son for life with remainder to his children in tail. There was a power of sale at the request of any person for the time beng entitled under the limitations of the settlement to an estate of freehold in possession or remainder and "of the proper authority" of the trustees during the minority of any person so entitled. It was held that the power was co-extensive with the estates tail and as the entail might at any time be barred and the power would then be destroyed, the power was valid.

In a later case, *Lantsterry* v. *Collier* (1856), 2 K. & J. 709, Sir W. Page Wood, V.-C., reviewed the earlier authorities, and said: "Therefore, whether the remainder in fee of the estate to which the power is collateral is limited so as to depend upon estates tail (in which case the power is upheld as in *Waring* v. *Coventry*, upon the ground that it can be defeated by any tenant in tail) or whether the remainder in fee or reversion in fee is limited in some other manner, and so as not to depend by way of remainder on an estate tail (in which case whenever that estate in fee vests in possession the whole object and purpose of the settlement is at an end and the power ceases)—in either case the power, although not in terms restrained to lives in being and twenty-one years afterwards, is a valid power, and is not affected by the rule against perpetuities."

In other words, so long as the limitations of a settlement are good, the power which is collateral to them must also be good, but when the limitations come to an end by the vesting of the estate in fee simple the power comes to an end.

It was contended in *Re Allott*, and with some force, that the trusts for the surviving husband of a daughter of the testator being good, although such husband might not have been born at the date of the deed under which the power arose, it must follow on the analogy of *Waring* v. *Coventry* and *Lantsberry* v. *Collier*, and other cases, that the power of leasing which could be exercised during the continuance of a trust which was a good trust, must itself be good so long as those trusts subsisted.

It was Sargant, L.J., who met that contention as follows: "The quantum of the life estate of the husband would be determined once and for all within the limit allowed, namely, immediately on the death of the wife. On the other hand, the estate which would be created under the exercise of a power of leasing would be something which need not be determined in quantum within that limit, but might be so determined at any time during the additional period covered by the remainder of the life of the surviving husband. It seems to me that the power is bad because it might create an estate the quantum of which could be determined outside the limits of the perpetuity, while the estate of the husband is good because its quantum is determined within those limits."

Of course the decision in *Re Allott* has no application to powers of sale over settled land, but is important in connection with additional or further powers beyond the statutory powers given to trustees for sale.

It will be remembered that powers conferred upon trustees of a settlement under the S.L.A. can only be exercised by the tenant for life or statutory owner (S.L.A., s. 108). But for the purposes of ascertaining whether the trustees are trustees for the purposes of the Act (that is, having a present or future power of sale or consent to a sale) the provisions of s. 108 do not apply (see S.L.A., s. 30 (2)).

Landlord and Tenant Notebook.

Hire-purchased Fixtures and Forfeiture.

The hire-purchase business has made the question to whom removeable fixtures belong on re-entry an important one. Before that mode of acquiring property attained its present popularity, there may have been occasional clashes between landlord and tenant—or, to be quite accurate, ex-landlord and ex-tenant—after forfeiture. They were not likely to come to anything, because the tenant who had not intelligently anticipated the re-entry and severed his fixtures in good time would be of the type that

does not show fight. But now when machinery, poultry-houses and other valuable articles destined to be attached to the premises are supplied to tenants on terms which do not pass the property to them, there is every prospect of a conflict in the event of forfeiture, and it is a little surprising that up to the present there is no decision directly in point.

The nearest we have is undoubtedly *British Economical Lamp Co. Ltd.* v. *Empire Mile End Ltd.* (1913), 29 T.L.R. 386; and it is not very near. Before discussing it, reference should be made to *Ex p. Astbury* (1869), L.R. 4 Ch. App. 630, the principle of which it professes to follow.

Ex p. Astbury disposed of the rival claims of an equitable mortgagee of a lease and the tenant's assignees in bankruptcy. The subject-matter was machinery and parts of machinery, and a good deal of the argument really concerned questions of fact and questions whether loose parts were or were not constructively fixtures. What is of present importance is that it was decided that all the articles which were fixtures had passed to the equitable mortgagee on the deposit of the lease.

British Economical Lamp Co. Ltd. v. *Empire Mile End Ltd.* was an action for detinue and did arise out of a hire-purchase agreement, but was actually decided on the ground that the articles claimed, electric light bulbs, were not fixtures, being merely in a position analogous to that of fuel. The defendants were the owners of a theatre of which the hirers had been tenants, and the defendants had re-entered under a forfeiture clause. Presumably the contract of hire had been determined, though the report does not mention the circumstance. At all events the plaintiffs sought and the defendants refused them access for the purpose of resuming possession. In the City of London Court the recorder decided in the defendants' favour on the ground that the lamps were trade fixtures which had not been removed before the term ended. In the Divisional Court, A. T. Lawrence, J., said that whatever the position was as regards fixtures, there was no duty on the defendants to disconnect and return the lamps. Their remedy was against the hirers. He considered that the absence of a right of entry against the lessors was fatal to the claim in detinue. Lush, J., agreed, and added that if the defendants had been rash enough to assert a title of their own, or deal with the lamps, they would have been liable to the plaintiffs in conversion.

I will now turn for guidance to two cases in which tenants before forfeiture have parted with fixtures which were not on hire. In *Pugh* v. *Arton* (1869), L.R. 8 Eq. 626, a tenant had conveyed his estate to the defendant for the benefit of his creditors. This was a cause of forfeiture in the lease which he held of the plaintiff, and the plaintiff exercised his right and claimed, *inter alia*, some shop fixtures, not severed before the re-entry, from the defendant. The claim succeeded. In *Re Glasdir Copper Works Ltd.* [1904] 1 Ch. 819, the facts were less simple. In 1896 the company issued debentures which created a floating security; later, it took a lease containing a proviso for re-entry on liquidation. In 1901, a receiver and manager was appointed on behalf of the debenture-holders. In 1903, the following four events took place in the order in which they appear: the receiver took out a summons for leave to sell assets which included trade fixtures; the landlord's solicitors attended the hearing and did not oppose the application; the company went into voluntary liquidation; the landlord re-entered. The question which now came before Joyce, J., was whether the fixtures belonged to the landlord or to the receiver. The landlord relied largely on *Pugh* v. *Arton*. The learned judge distinguished that decision, the differences being that in that case the third party was a "volunteer" and the fixtures were the tenant's till the assignment, which was itself the cause of forfeiture; while in the case before him the third party's interest was acquired for value and was of long standing—indeed, the machinery had never become the tenant's, and it was the voluntary liquidation which had been the occasion of the term coming to an end. And his lordship cited with approval some dicta of Thesiger, L.J., in *Ex p. Brook* (1878), 10 Ch. D. 100, C.A. (upholding the claim of a trustee in bankruptcy to remove fixtures within a reasonable time), in which the rule was applied that a tenant remaining in possession with the consent of the landlord might remove fixtures within a reasonable time, and the judgment observed that this might be the law even in the case of forfeiture.

Which of these cases is more likely to be of use in a controversy as to hire-purchased fixtures? On the whole, one must say that *Re Glasdir Copper Works* has more features in common with such an event than has *Pugh* v. *Arton*, for the fixtures have never been the tenant's. On the other hand, it seems difficult to visualise many cases of forfeiture virtually invited by the tenant, in which the latter reasonably expects to be allowed to remain in possession for a time.

Probably the fundamental reason for the difficulty of the situation is the conflict of high authority as to whether fixtures are personalty which are potentially realty or realty which is capable of resuming its character of personalty. I discussed this point in the "Notebook" of 19th January last, and demonstrated that it is far from being purely academic. The decision in *Crossley Bros. Ltd.* v. *Lee* [1908] 1 K.B. 86, which laid it down that fixtures were not distrainable, is based upon the proposition that they are realty till severed (though a sheriff may seize them in execution, sever, and sell them). This would seem to support the view that hire-purchased fixtures are not recoverable by their owners on an ordinary forfeiture; it would also mean that "hire" is hardly the appropriate term once the fixtures are affixed! But at present all one can say is that if the forfeiture takes place in circumstances in which consent to remain in possession for a time can be inferred, the owners of the fixtures should be able to recover them.

Our County Court Letter.

HUSBAND'S LIABILITY FOR WIFE'S DEBTS.

The above subject has been considered in two recent cases. In *Moss & Potter Ltd.* v. *Castle and Wife*, at Thetford County Court, the claim was for £14 5s. 3d., as the price of goods supplied. The plaintiffs were wine and spirit merchants, and their case was that they had supplied wines, spirits and cigars, in accordance with the wife's orders, received by post. The goods were household necessaries, in view of the style in which the defendants lived (the husband being an auctioneer) and the wife had authority to pledge his credit. The husband's defence was that, in 1929, the wife had made a statutory declaration that she would not spend more than £5 a week on housekeeping, and this allowance was subsequently reduced to £3 5s. Moreover, the articles were not necessaries, and no claim was made against the husband until a doubt arose as to the wife's ability to pay. His Honour Judge Rowlands observed that a husband was entitled to limit his wife's authority to pledge his credit. Any debt incurred in excess of such authority was one for which the wife alone was liable. In any event, the above articles were luxuries and not necessaries, and the husband was not liable therefor. Judgment was given for the husband against the plaintiffs (with costs) and for the plaintiffs against the wife (with costs) payable at £1 a month.

In *Spence* v. *Hill*, at Louth County Court, the claim was for £3 10s. 7d. as the cost of the carriage of building materials, which had been used for alterations at a fish and chips shop, the property of the defendant. Liability was denied (except for 4s. 4d. paid into court), and the defendant's case was that she had employed her husband (who was a builder) to do the alterations. Having paid her husband for the materials

required, she had not given any orders to the plaintiff for cartage of bricks, as alleged. Corroborative evidence was given by the defendant's husband, and His Honour Judge Langman observed that it was extraordinary that the husband, knowing that he was himself liable, had nevertheless allowed the action to proceed against his wife, instead of himself paying the plaintiff. However, the husband was entitled to act as he had done, and judgment was given for the defendant, with costs.

THE ROADWORTHINESS OF CARAVANS.

In the recent case of *Lane* v. *Ensor*, at Wellington (Salop County Court, the claim was for £75 as damages for breach of warranty. The plaintiff had bought a caravan in June, 1934, in reliance upon the defendant's representation that it was a demonstration vehicle, and was ideal in every way. During a holiday at Borth, however, rain came through the roof to such an extent that the plaintiff and his wife returned home earlier than they intended. The defendant's case was that a ventilator was installed in the roof by the plaintiff, in spite of warnings that the watertightness might be affected. An offer was made to do the necessary minor repairs, but the plaintiff refused to return the vehicle for the purpose a second time. Having heard expert evidence on both sides, His Honour Judge Samuel, K.C., inspected the caravan. It was held that little water had entered, and the caravan had been rendered roadworthy on first being returned to the defendant. Judgment was given for the plaintiff for nominal damages, viz., £7 10s. and costs. Compare a previous case, noted under the above title, in the "County Court Letter" in our issue of the 13th April, 1935 (79 Sol. J. 265).

To-day and Yesterday.

29 July.—Trade Unionism received one of its early setbacks in the case of *The King* v. *Brice*, tried at the Exeter Assizes on the 29th July, 1834. The defendants were bricklayers who had formed an association to keep a check on their employers. Each member bound himself by an oath administered in the most solemn manner not to disclose anything which might take place among them. Mr. Serjeant Wilde, on behalf of the defendants, admitted the illegality of the proceedings, and Lord Denman directed a verdict of guilty, adding that the prisoners would not be brought up for judgment unless they gave further cause for complaint.

30 July.—During the last years of Henry VIII's reign, Lord Chancellor Wriothesley had been particularly identified with the King's repressive absolutism. Within a month of the accession of Edward VI, the Great Seal was taken from him. He plotted the downfall of the Protector Somerset, but gained nothing by it, for the Earl of Warwick passed him over in the distribution of office. It is said that "fearing lest he should come to some open shameful end, he poisoned himself or pined away for thought." He died on the 30th July, 1550, "at his place in Holborne called Lincolnes Place."

31 July.—Mr. Baron Hullock died while on circuit at Abingdon on the 31st July, 1829, having been suddenly seized with a severe bowel complaint.

1 August.—On the 1st August, 1832, William Jobling was tried at Durham for having aided and abetted another man to murder Mr. Nicholas Fairles, a local magistrate. According to the evidence, the men had stopped him as he was riding past a public house on the road between Jarrow and South Shields and asked him for money for drink. On his refusal, they had pulled him off his pony, Jobbling holding him down while the other man beat his head with a stick. After a quarter of an hour, the jury convicted the prisoner, and Parker, J., sentenced him to be hanged in chains.

2 August.—On the 2nd August, 1859, John Jones, the young clerk of a Ledbury solicitor, was tried for the murder of the woman who looked after his master's offices. The evidence was entirely circumstantial. The place had not been broken into, but had apparently been entered in a friendly way. The criminal evidently knew the place intimately, for only the drawer containing money had been broken open. Since the murder, the prisoner had obviously been in funds, though his salary was only 18s. a week. The suspicion was strong, but after a deliberation of three hours, the jury found a verdict of acquittal.

3 August.—Mr. Justice Godbolt died at his house in High Holborn on the 3rd August, 1648, barely fifteen months after his appointment to the Court of Common Pleas. His permanent monument in the legal world is the volume of reports bearing his name. These are declared on the title page to be "collected by very good hands and lately reviewed, examined and approved by the late learned Justice Godbolt." He was one of the first judges appointed by the Commonwealth. Gray's Inn was his Inn of Court.

4 August.—On the 4th August, 1860, Francis Price was tried at the Birmingham Assizes for the murder of Sarah Platt. It was a clear case of jealousy and disappointed love. Having met the young woman at a harmonic meeting, he courted her and she became attached to him. Differences had arisen and they had parted. Soon afterwards, he obtained an interview with her by a stratagem and cut her throat. When arrested, he declared: "I loved her as I loved my life." The jury without hesitation convicted him and he was hanged.

The Week's Personality.

When Mr. Baron Hullock died suddenly on circuit, a brother judge addressing the grand jury next day observed, in the course of a panegyric, more sincere than elegant, that "he circumscribed the ocean of the laws with firm and undeviating steps." He was a North of England man, son of a master weaver who owned a timber yard at Barnard Castle, and was originally articled to an attorney at Stokesley in Yorkshire. His talents, however, pointed towards advocacy, and he joined Gray's Inn, where his portrait may yet be seen. After his call to the Bar, in 1794, he joined the Northern Circuit, where his forcible personality gained him a reputation comparable to that of Brougham, who a few years later became his fellow circuiteur. No judge was strong enough to coerce Hullock. His style and humour were often rough, and when, in 1823, he was appointed a Baron of the Exchequer, it was said that the court consisted of four judges—Hullock, a lawyer, but no gentleman; Graham, a gentleman, but no lawyer; Richardson, who was both; and Garrow, who was neither. He was a judge for little more than six years before he died.

Father and Son.

In a recent case in the King's Bench Division, the whole legal strength of the Cassels family, father and sons, "silk," "stuff" and solicitor, was enlisted on behalf of a plaintiff—an even more remarkable combination than the joint appearances of the Curtis-Bennetts, father and son. It is not uncommon for a son to follow his father to the Bar, but some time ago there was a curious instance of a father who followed his son. Coming of a clerical family, and himself holding a living, he was anxious for his eldest boy to take Holy Orders. The young man, however, dissented, and expressed his intention of going to the Bar. Having failed to dissuade him, the father declared: "If you become a barrister, I will. I will disgown myself and be your companion at the Bar." He kept his word and was called at the Middle Temple. In the middle of the last century, Nathanial Clarke and his father were well known on the Midland Circuit. Their relationship gave rise to an amusing incident in one case in

which they appeared against each other. The son having replied vigorously to his father's argument, the old man forgot time and place so far as to cry out: "Sit down, sir! How dare you use such words to your poor old father?" And such was Victorian family discipline that the son sat down!

AN EMBARRASSED PARENT.

An even more embarrassing situation once arose at the Cork Assizes when Mr. Justice Murphy went the circuit on which one of his sons was practising. The county court appeals were called on, and no one seemed to be in attendance. The first case was called. No answer. "Strike it out," said the judge. No answer to the second. "Strike it out." This went on till the tenth was ordered to be struck out. "What!" shouted a red-haired man at the back of the court, "strike out me case and me having your own son hired in it!" The judge apparently did not catch the drift of the protest. "Come forward, sir, if you have any application to make," he said. The man tramped and barged his way to the witness-box. "You have some application to make, my good man," said the judge, trying to conduct the conversation in a lower tone. "I'm telling you I have your own son hired and he's not here," shouted the indignant appellant. "You tell me that you have retained counsel in this case," translated the embarrassed parent. "'Tis your own son I hired." "And he is probably engaged in the other court." "He's not, but he's not here." "Under these exceptional circumstances, the case may stand for second calling."

Obituary.

MR. A. ADAMS.

Mr. Alfred Adams, barrister-at-law, of Old Square, Lincoln's Inn, died on Sunday, 28th July. Mr. Adams was called to the Bar by Lincoln's Inn in 1888, of which Inn he was made a Bencher. He was an equity draftsman and conveyancer and for many years enjoyed a busy practice at the Chancery Bar.

MR. G. A. BAKER.

Mr. Godfrey Alexander Baker, B.A. Cantab., solicitor, head of the firm of Messrs. Futvoye & Baker, of John Street, Bedford Row, died on Saturday, 27th July, in his ninetieth year. Mr. Baker was admitted a solicitor in 1871.

MR. F. DAWES.

Mr. Frank Dawes, solicitor, senior partner in the firm of Messrs. Bonser & Dawes, of Oldbury, Worcs., died on Monday, 22nd July. Mr. Dawes served his articles with the late Mr. T. R. Bonser, and was admitted a solicitor in 1898.

MR. T. H. E. FOORD.

Mr. Thomas Herbert Edward Foord, retired solicitor, of Bromley, died on Saturday, 13th July, at the age of eighty-two. Mr. Foord, who was educated at Dulwich College, had been in practice in London as a solicitor for nearly forty years. He retired in 1923.

MR. A. E. LORD.

Mr. Arthur Edward Lord, solicitor, senior partner in the firm of Messrs. Lord & Parker, of Worcester, died at Downton, Radnorshire, on Tuesday, 23rd July, at the age of seventy. Mr. Lord, who was admitted a solicitor in 1887, had been Chairman of Martley Rural District Council for nine years. He had also been a member of Hallow Parish Council since about 1898, and was chairman for twenty-five years.

MR. R. M. ODDIE.

Mr. Roger Muir Oddie, solicitor, head of the firm of Messrs. Oddie & Roebuck, of Blackburn, died in a nursing home at Frodsham, on Friday, 26th July, at the age of fifty-three. Mr. Oddie was admitted a solicitor in 1906. He entered Blackburn Town Council in 1921, and became Chairman of the Finance Committee before his retirement in 1929.

MR. J. R. WOLFENDEN.

Mr. Joseph Richardson Wolfenden, LL.B., solicitor, of Liverpool, died recently at his home at Hoylake. Mr. Wolfenden, who was about forty years of age, was admitted a solicitor in 1920.

MR. T. H. WOODWARK.

Mr. Thomas Harwood Woodwark, J.P., retired solicitor, of Whitby, died on Tuesday, 16th July, in his seventy-ninth year. He was admitted a solicitor in 1878, and in 1883 he entered into partnership with Mr. Robert W. White in the firm of Messrs. Woodwark & White. He retired in 1915. Mr. Woodwark was a member of Whitby Urban District Council from 1895 to 1922, and was elected chairman on eight occasions. He was created a justice of the peace in 1922.

MR. J. R. S. YOUNG.

Mr. John Robert Spencer Young, M.B.E., solicitor, of Battersea, died in a nursing home on Saturday, 20th July, in his fifty-fourth year. He was educated in Wales, and was admitted a solicitor in 1904.

Notes of Cases.

House of Lords.

Ley *v.* Hamilton.

Lord Atkin, Lord Tomlin, Lord Thankerton, Lord Macmillan and Lord Wright. 24th July, 1935.

LIBEL ACTION—DAMAGES RESTORED.

This was an appeal by Mr. Thomas John Ley from an order of the Court of Appeal dated 22nd June, 1934, ordering a new trial of the action in which Mr. Ley claimed damages for libel from Mr. J. W. O. Hamilton of Drayton-gardens, S.W.

The action was tried before the Lord Chief Justice and a special jury and judgment was given for Mr. Ley for £5,000 damages. The appellant, Mr. Ley, a solicitor of New South Wales, had been a member of Parliament in Australia and a cabinet minister of the Government of New South Wales. He was one of the representatives at Geneva. Since 1928 he had lived in this country and had been engaged in business here. Mr. Ley alleged that Mr. Hamilton published letters which libelled him and reflected on his integrity. The defendant said their publication was privileged. The jury awarded £5,000 damages and costs. The Court of Appeal, Lord Justice Scrutton dissenting, ordered the judgment of the Lord Chief Justice to be set aside as regarded the judgment on the claim and directed that there should be a new trial. Mr. Ley now appealed against that order.

LORD ATKIN, in giving judgment, said the libels complained of consisted of extracts from letters. They were obviously highly defamatory, and no defence of justification was put forward. The only substantial defence was a plea of privilege. That plea appeared to him capable of only one construction. He was quite unable to accept the view that the words of the plea "under a sense of duty" entitled the defendant to rely on any duty to make the communication, whether arising from the common business interest set out in the narrative part of the plea or not. If that were so, the particular facts pleaded would be misleading. He had no doubt, therefore, that the only privilege pleaded was as to an occasion created by a continuing joint business interest as narrated in the earlier part of the plea. The other matter which remained to be discussed was the question of damages. The majority of the Court of Appeal had come to the conclusion that the

verdict must be set aside on the ground that the damages were excessive. It was unfortunate that in this case, where there were separate torts, the damages were not separately assessed, but he saw no reason for inferring that the jury took into account any irrelevant consideration in fixing the amount in question. The libel was a gross imputation on a man who had held high position in Australia and whose character was unassailed, and in all the circumstances the amount of damages, substantial as it was, was well within the reasonable limits of a jury's discretion in such matters. In the present case he (his lordship) agreed in every particular with the judgment of the late Lord Justice Scrutton. He (Lord Atkin) was of opinion that the appeal should be allowed and the judgment directed by the Lord Chief Justice be restored with costs in that House and in the Court of Appeal.

The other noble and learned lords concurred.

COUNSEL: *Sir Stafford Cripps*, K.C., and *Valentine Holmes*; *T. J. O'Connor*, K.C., and *Theobald Mathew*.

SOLICITORS: *Cardew, Smith & Ross*; *Alfred E. Johnson*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Archie Parnell and Alfred Zeitlin, Ltd. *v.* Theatre Royal (Drury Lane) Ltd.; Same *v.* Same, Cochran (Third Party).

Eve, J. 26th July, 1935.

CONTRACT — THEATRICAL — BREACH — TOURING RIGHTS — DAMAGES.

This was an action for damages for alleged breach of contract which was brought by Archie Parnell and Alfred Zeitlin, in which Theatre Royal (Drury Lane) Ltd. and Mr. Charles Blake Cochran, theatrical producer, of Old Bond Street, were defendants. The plaintiffs alleged that by an agreement in writing dated 8th July, 1932, between them and the defendants, the defendants granted to the plaintiffs the sole and exclusive licence to perform the play "Cavalcade," by Mr. Noel Coward, with living actors on tour in the provinces for a period of five years. By cl. 14 of the agreement it was provided that no mechanical reproduction of the play or any part thereof by talking films or pictures, television, broadcasting or otherwise howsoever shall be made or done in the territory aforesaid during the continuance of the rights thereby granted. The plaintiffs said the agreement was valueless to them unless it protected them from the advertising of a talking film reproduction of the play, and the showing of such a reproduction in the provinces. They also said that by the agreement the defendants impliedly contracted and warranted jointly that the motion picture rights and the motion picture copyright in the play had not already been sold, that they would not be sold and that they, the defendants, were and would continue to be in a position to prevent advertising or making a talking film of the play in the provinces during the continuance of the rights granted to the plaintiffs. The motion picture rights and motion picture copyright in the play, the plaintiffs said, had in fact been bought without restriction by the Fox Film Corporation from Noel Coward and C. B. Cochrane by agreement of 4th March, 1932. The plaintiffs had lost profits estimated at £60,000 and been put to other loss and expense. Theatre Royal Drury Lane, Ltd. denied liability and pleaded that their rights in the play had been sold without their knowledge or consent, and if they are held liable they claim against Mr. Cochran.

EVE, J., in giving judgment, said: "The plaintiffs are in my opinion entitled to recover damages for the breach from both defendants. The question is how much? No part of the claim is based on any loss sustained during the first tour, but it is pointed out that if notwithstanding the large sum expended in a first tour, substantial profits could be earned, it is not unreasonable to anticipate that further tours could be organised to earn a similar rate of profit. I think there was on this part of the claim a tendency to exaggerate the reduction in the cost of the second and subsequent tours and the same criticism applies to the far more important claim for lost profits. But the bargain was that the plaintiffs should enjoy for a period of five years the exclusive right in the particular territory to produce the play with living actors free from the competition involved in the mechanical reproduction of the play by talking films. They still are exposed to the competition of the mechanical reproduction against which cl. 14 was framed, and have suffered a loss which I fix at the sum of £5,000. I give the plaintiffs judgment for that amount with costs." The further hearing of the third party proceedings was adjourned until next term.

COUNSEL: *Sir Patrick Hastings*, K.C., *Vaisey*, K.C., and *Theobald Mathew*; *Beyfus*, K.C., and *K. E. Shelley*; *Sir William Jowitt*, K.C., and *Wynn Parry*.

SOLICITORS: *S. Myers & Son*; *Gery & Brooks*; *J. D. Langton & Passmore*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Locker & Woolf Ltd. *v.* Western Australian Insurance Co. Ltd.; Same *v.* Same (Motion).

Swift, J. 10th, 11th July, 1935.

INSURANCE (FIRE)—QUESTIONS IN PROPOSAL FORM—NON-DISCLOSURE AND CONCEALMENT—WHETHER OF MATERIAL FACTS—QUESTION FOR ARBITRATOR—REPUDIATION OF POLICY BY INSURERS—SALVAGE—INSURERS TAKE POSSESSION BEFORE REPUDIATION—WHETHER ESTOPPED.

Motion by policy-holders to set aside an award made by an arbitrator under the Arbitration Act, 1889.

On the 13th of January, 1932, the appellants, trading as "Locker & Woolf," effected a fire insurance policy with the respondents in respect of stock-in-trade, fixtures, etc., at premises in Birmingham. On the 11th April, 1934, a fire occurred causing damage at the premises and the appellants duly made a claim under the policy. In the proposal form for the policy the appellants had stated as their only previous loss by fire "£5 sea," and that no insurance of theirs had ever been declined by any company. In fact, Woolf had suffered damage from a fire in 1919, and in 1930 an insurance company had declined the appellant's proposal for a motor insurance policy. On the 12th April, 1934, the respondents instructed a firm of fire assessors to act for them. The assessors duly took possession of the salvage on the premises and it was disposed of by auctioneers on their instructions. The insurers subsequently repudiated liability under the policy and the matter came before an arbitrator who decided that there had been non-disclosure of material facts in the proposal form for the policy, which justified the respondents in repudiating, and that they were not estopped from doing so by anything which had occurred between the dates of the fire and the repudiation.

SWIFT, J., said that it had been contended for the appellants that there had been no evidence before the arbitrator enabling him to say, having found the facts relative to the non-disclosure, that that non-disclosure was of material facts, and that there must be some such evidence on which he could act. The law on the matter was not even now finally settled. No statute had affected it since 1766, when it had been considered in *Carter* v. *Boehm*, 3 Burr. 1905. The words used by Lord Mansfield there had meant that the evidence of an expert to say whether or not a concealment of fact was material to the making of a policy was inadmissible and that the Court must decide the question without it. That authority was therefore directly contrary to Mr. Samuels' contention. The question had been considered in several more modern cases, namely, *Becker* v. *Marshall* [1922] 12 Ll. L. Rep., p. 413; *Glasgow Assurance Corporation Limited* v. *Symondson and Co.* 16 Com. Cas. 109; and *Glicksman* v. *Lancashire and*

General Assurance Company Limited [1925] 2 K.B. 593. The judgment of Scrutton, L.J., in the last case, which was approved in Lord Dunedin's judgment in the House of Lords, [1927] A.C. at pp. 143, 144, expressed a view very near to that of Lord Mansfield. In his (his lordship's) opinion, therefore, the arbitrator had been right in taking upon himself without the intervention of anyone else to decide whether the non-disclosure had been material. He would have been wise to listen to any evidence given on that point so long as he remembered that the matter was for him to decide. Because, after the fire, the respondents had instructed fire assessors to act for them and because those assessors had taken possession and disposed of the salvage, it had been contended for the appellants, relying on *Jureidini* v. *National British and Irish Millers Insurance Company Limited* [1915] A.C. 499, that the respondents having thereby acted under the policy were not entitled to repudiate it. Clause 7 of the policy permitted the insurers, without thereby incurring liability or diminishing their rights under the policy, to take possession of insured property after damage had occurred and to deal with it in a reasonable manner. The arbitrator had found that the respondents did not by any event occurring between the fire and the repudiation waive any of their rights under the policy, and he (his lordship) was unable to say that there were no grounds on which the arbitrator could so find. The award must therefore stand.

COUNSEL: *H. D. Samuels*, K.C., and *Frank Soskice* for the appellants; *R. P. Croom-Johnson*, K.C., M.P., and *H. J. Astell Burt* for the respondents.

SOLICITORS: *Freeland and Passey*, Birmingham; *Wedlake, Letts & Birds*, agents for *Arthur Hall-Wright & Son*, Birmingham.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

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Books Received.

Injury and Incapacity. By H. ERNEST GRIFFITHS, M.S. (Lond.), F.R.C.S. 1935. Royal 8vo. pp. viii and (with Index) 270. London: Ballière, Tindall & Cox; Jordan & Sons, Ltd. 12s. 6d. net.

Evidence in a Nutshell. By MARSTON GARSIA, B.A., of Merton College, Oxford, the Middle Temple, and the South-Eastern Circuit, Barrister-at-Law. Second Edition, 1935. Demy 8vo. pp. viii and 47. London: Sweet & Maxwell, Ltd. 3s. net.

Mews' Digest of English Case Law. Quarterly Issue. July, 1935. By G. T. WHITFIELD HAYES, Barrister-at-Law. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.

Police Law. By CECIL C. H. MORIARTY, O.B.E., LL.D., Assistant Chief Constable, Birmingham. Fourth Edition. 1935. Crown 8vo. pp. xx and (with Index) 480. London: Butterworth & Co. (Publishers) Ltd. 5s. net.

Parliamentary News.

Progress of Bills.

House of Lords.

Assurance Companies (Winding Up) Bill.
Commons Amendments agreed to. [29th July.
Ayr Burgh Extension, &c., Order Confirmation Bill.
Reported. [30th July.
Ayr County Council (General Powers) Order Confirmation Bill.
Read Third Time. [25th July.
Birmingham Corporation Bill.
Commons Amendments agreed to. [30th July.
Boston Corporation Bill.
Amendments agreed to. [24th July.
Bridgwater Corporation Bill.
Commons Amendments agreed to. [30th July.
British Sugar (Subsidy) Bill.
Reported without Amendment. [31st July.
Cattle Industry (Emergency Provisions) (No. 2) Bill.
Read Third Time. [31st July.
Criminal Lunatics (Scotland) Bill.
Commons Amendments agreed to. [25th July.
Gelligaer Urban District Council Bill.
Commons Amendments agreed to. [29th July.
Hertfordshire County Council Bill.
Commons Amendments agreed to. [29th July.
Hours of Employment (Conventions) Bill.
Read Third Time. [25th July.
House of Commons Disqualification (Declaration of Law) Bill.
Read Third Time. [31st July.
Housing Bill.
Commons Amendments agreed to. [31st July.
Housing (Scotland) Bill.
Read Third Time. [25th July.
Isle of Man (Customs) Bill.
Read Third Time. [30th July.
Kilmarnock Burgh Extension, &c., Order Confirmation Bill.
Reported. [30th July.
Leith Harbour and Docks Consolidation Order Confirmation Bill.
Read Third Time. [25th July.
London Passenger Transport Board (Finance) Bill.
Read Third Time. [30th July.
Marriages Provisional Orders Bill.
Read Third Time. [29th July.
Ministry of Health Provisional Order Confirmation (Watford) Bill.
Commons Amendments agreed to. [31st July.
Money Payments (Justices Procedure) Bill.
Commons Amendments agreed to. [31st July.
National Health Insurance and Contributory Pensions Bill.
Read Third Time. [30th July.
Newcastle-upon-Tyne Corporation (General Powers) Bill.
Read Third Time. [25th July.
Nottingham Corporation Bill.
Commons Amendments agreed to. [30th July.
Pier and Harbour Provisions Order (Scarborough) Bill.
Read Third Time. [30th July.
Poole Road Transport Bill
Commons Amendments agreed to. [29th July.
Port of London Bill.
Commons Amendments agreed to. [29th July.
Public Health (Water and Sewerage) (Scotland) Bill.
Read Third Time. [29th July.
St. Bartholomew's Hospital Bill.
Commons Amendment agreed to. [29th July.
Stoke-on-Trent Corporation Bill.
Commons Amendments agreed to. [29th July.
Sunderland Corporation Bill.
Read Third Time. [25th July.
Teachers (Superannuation) Bill.
Read Third Time. [31st July.
Troon Burgh Extension, &c., Order Confirmation Bill.
Reported. [30th July.
Unemployment Insurance (Crediting of Contributions) Bill.
Read Third Time. [25th July.
Weymouth and Melcombe Regis Corporation Bill.
Commons Amendments agreed to. [31st July.
Weymouth Waterworks Bill.
Commons Amendments agreed to. [29th July

House of Commons.

Assurance Companies (Winding up) Bill.
Read Third Time. [26th July.
Ayr Burgh Extension, &c., Order Confirmation Bill.
Read Third Time. [30th July.

Ayr County Council (General Powers) Order Confirmation Bill.
Read Third Time. [29th July.
Birmingham Corporation Bill.
Read Third Time. [29th July.
Blackpool Improvement Bill.
Lords Amendments agreed to. [26th July.
Bridgwater Corporation Bill.
Read Third Time. [29th July.
Consolidated Fund (Appropriation) Bill.
Read First Time. [25th July.
Consolidated Fund (Appropriation) Bill.
Read Second Time. [31st July.
Croydon Corporation Bill.
Lords Amendments agreed to. [26th July.
Employment of Women and Young Persons Bill.
Read First Time. [31st July.
Expiring Laws Continuance Bill.
Read First Time. [25th July.
Gilligaer Urban District Council Bill.
Read Third Time. [26th July.
Government of India Bill.
Lords Amendments considered. [30th July.
Harrogate Corporation Bill.
Lords Amendments agreed to. [26th July.
Hertfordshire County Council Bill.
Read Third Time. [26th July.
Housing Bill.
Lords Amendments agreed to. [26th July.
Housing (Scotland) Bill.
Lords Amendments considered. [30th July.
Hoylake Urban District Council Bill.
Read Third Time. [31st July.
Kilmarnock Burgh Extension, &c., Order Confirmation Bill.
Read Third Time. [30th July.
Leith Harbour and Docks Consolidation Order Confirmation Bill.
Read Third Time. [29th July.
London Passenger Transport Board Bill.
Lords Amendments agreed to. [26th July.
Ministry of Health Provisional Order Confirmation (Watford) Bill.
Read Third Time. [25th July.
Money Payments (Justices Procedure) Bill.
Read Third Time. [30th July.
National Health Insurance and Contributory Pensions Bill.
Lords Amendments agreed to. [31st July.
Newcastle-upon-Tyne Corporation (General Powers) Bill.
Lords Amendments agreed to. [29th July.
Nottingham Corporation Bill.
Read Third Time. [29th July.
Pensions (Governors of Dominions) Bill.
Read First Time. [29th July.
Pier and Harbour Provisional Order (Scarborough) Bill.
Lords Amendments agreed to. [31st July.
Poole Road Transport Bill.
Read Third Time. [25th July.
Port of London Bill.
Read Third Time. [26th July.
Public Works Loans Bill.
Read First Time. [30th July.
Restriction of Ribbon Development Bill.
Read Third Time. [29th July.
St. Bartholomew's Hospital Bill.
Read Third Time. [25th July.
Salmon and Freshwater Fisheries Bill.
Lords Amendments agreed to. [29th July.
Stoke-on-Trent Corporation Bill.
Read Third Time. [26th July.
Sunderland Corporation Bill.
Lords Amendments agreed to. [29th July.
Troon Burgh Extension, &c., Order Confirmation Bill.
Read Third Time. [30th July.
Weymouth and Melcombe Regis Corporation Bill.
Read Third Time. [30th July.
Weymouth Waterworks Bill.
Read Third Time. [26th July.

Questions to Ministers.

MONEY PAYMENTS (JUSTICES PROCEDURE).

Mr. BUCHANAN asked the Secretary of State for Scotland whether he proposes to take any action to have the provisions of the Money Payments (Justices Procedure) Bill extended to apply to Scotland.

Sir G. COLLINS: Owing to differences in the law and practice of the two countries, it would not have been practicable to apply to Scotland the provisions of the Bill referred to by the hon. Member. I am considering whether similar legislation should be introduced for Scotland.

Mr. BUCHANAN: I know that part of the provisions are in effective operation in Scotland, but could not the right hon. Gentleman, under the part of the Bill dealing with prisoners, issue a circular to procurators-fiscal and others that in the meantime they should, as far as possible, carry out the spirit of the Bill introduced for England?

Sir G. COLLINS: Until the law is altered I cannot make that recommendation, but I am making inquiries on the subject forthwith. [31st July.

MOTORISTS (POLICE PATROLS).

Captain ERSKINE-BOLST asked the Home Secretary whether, to safeguard ladies motoring alone, he will circularise to police authorities a suggestion to the motor-police officials who may be checking their speed, the desirability of indicating their business as soon as possible.

Sir J. SIMON: A policeman in plain clothes who stops a motorist should at once reveal his identity. This is the usual practice and I do not think a circular is needed. [30th July.

AUCTIONEERS (LICENCES).

Mr. HALL-CAINE asked the Home Secretary whether he has considered the recommendations of the committee dealing with the subject of auctioneers' licences; and whether he proposes to introduce amending legislation to implement that report at an early date.

Sir J. SIMON: I have noted the recommendations of the committee, but I am not in a position to make any statement about legislation. [30th July.

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 2), 1935.
DATED JULY 10, 1935.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. The following amendments shall be made in Order XVI—

(*a*) In paragraph (2) of Rule 31DD the words "High Court without the leave of the judge of the County Court or of a Divisional Court of the High Court" shall be omitted, and the following words shall be substituted therefor:—

"Court of Appeal without the leave of the judge of the County Court or of the Court of Appeal."

(*b*) In paragraph (3) of Rule 31DD the words "High Court" shall be omitted and the words "Court of Appeal" shall be substituted therefor.

(*c*) The following paragraph shall be inserted after paragraph (3) of Rule 31DD, and shall stand as paragraph (4) of that Rule:—

"(4) This Rule shall apply *mutatis mutandis* to any proceedings in which an appeal lies from a County Court to the High Court."

2. Rule 18 of Order LIX shall be revoked.

3. The following amendments shall be made in Order LXIII:—

(*a*) In Rule 1 the words "12th of October and" shall be omitted and the following words shall be substituted therefor:—

"day appointed by Order in Council for that purpose and shall.

(*b*) In paragraph (1) of Rule 4 the words "11th of October" shall be omitted and the following words shall be substituted therefor:—

"day appointed by Order in Council for that purpose."

4. The following amendments shall be made in Order LXIV:—

In Rule 4 and in paragraph (1) of Rule 4A the words "in the Long Vacation on and after the 1st day of October in any year" shall be omitted and the following words shall be substituted therefor:—

"during the last eleven days of the Long Vacation."

5. These Rules may be cited as the Rules of the Supreme Court (No. 2), 1935, and shall come into operation on the 17th day of July, 1935, and the Rules of the Supreme Court, 1833,* shall have effect as amended by these Rules.

Dated the 10th day of July, 1935.

Hailsham, C.	*Rigby Swift*, J.
Hewart, C.J.	*A. C. Clauson*, J.
Hanworth, M.R.	*T. J. O'Connor.*
F. B. Merriman, P.	*A. W. Cockburn.*
F. H. Maugham, L.J.	*C. H. Morton.*
A. A. Roche, L.J.	*Roger Gregory.*

* S.R. & O. Rev. 1904, XII, Supreme Court, E., pp. 54–117 (printed as amended to Dec. 31, 1903).

ORDER IN COUNCIL.

AT THE COURT AT BUCKINGHAM PALACE,
The 15th day of July, 1935.
Present,
THE KING'S MOST EXCELLENT MAJESTY IN COUNCIL.

Whereas by an Order in Council, bearing date the 6th day of June, 1935, it was ordered that the Michaelmas Sittings of the Court of Appeal and of the High Court of Justice should in the year 1935 commence on the 7th day of October, and the Long Vacation of the several Courts and Offices of the Supreme Court should for all purposes terminate on the 6th day of October in the same year:

And Whereas it is expedient that consequential alterations should be made in the dates for the holding of certain Assizes:

And Whereas on account of urgency this Order should come into immediate operation:

Now, therefore, His Majesty, by and with the advice of His Privy Council, is pleased to order, and it is hereby ordered, as follows:—

1. The Schedules to the Order in Council dated the 14th day of May, 1912, so far as they relate to the Commission days on the Midland, Oxford, Western and Northern Circuits, shall, with regard to the Autumn Assizes for the year 1935 only, be suspended, and the Schedule to this Order shall *pro tanto* be substituted therefor.

2. This Order shall not affect the existing powers of altering Commission days.

3. This Order may be cited as the Autumn Circuit (1935) Order, 1935.

4. This Order shall come into operation provisionally in accordance with the provisions of section 2 of the Rules Publication Act, 1893, from the date hereof.

M. P. A. Hankey.

SCHEDULE.

	Midland circuit.	Oxford circuit.	Western circuit.	Northern circuit.
Monday.. Oct. 7	—	—	Devizes	Carlisle (Civil and Criminal).
Tuesday ,, 8	Aylesbury	Reading	—	—
Friday .. ,, 11	Bedford	—	—	—
Saturday ,, 12	—	Oxford	Dorchester	Lancaster
Tuesday ,, 15	Northampton	—	—	—
Wednesday ,, 16	—	—	Taunton	Liverpool (2) (Civil and Criminal).
Thursday ,, 17	—	Worcester	—	—
Monday.. ,, 21	Leicester (Civil and Criminal).	—	Bodmin	—
Tuesday ,, 22	—	Gloucester (Civil and Criminal).	—	—
Saturday ,, 26	—	Monmouth	Exeter (Civil and Criminal).	—
Tuesday ,, 29	Lincoln	—	—	—
Wednesday ,, 30	—	Hereford	—	—
Saturday Nov. 2	—	Shrewsbury (Civil and Criminal).	—	—
Monday.. ,, 4	Nottingham (Civil and Criminal).	—	Bristol (2) (Civil and Criminal).	—
Wednesday ,, 6	—	Stafford	—	—
Monday.. ,, 11	Derby	—	Winchester (2) (Civil and Criminal).	—
Wednesday ,, 13	—	—	—	Manchester (2) (Civil and Criminal).
Friday .. ,, 29	Warwick	—	—	—
Tuesday Dec. 3	Birmingham (2) (Civil and Criminal).		—	—

THE SUPREME COURT FUNDS (NO. 2) RULES, 1935, DATED JULY 12, 1935.

I, the Right Honourable Douglas McGarel Viscount Hailsham, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, and in pursuance of the powers contained in section 146 of the Supreme Court of Judicature (Consolidation) Act, 1925,* and every other power enabling me in this behalf, hereby make the following Rules:—

1. In these Rules a Rule referred to by number means the Rule so numbered in the Supreme Court Funds Rules, 1927,† as amended.‡

2. Rule 44 shall be revoked and the following Rule shall be substituted therefor and shall stand as Rule 44:—

"44.—(1) When money has been lodged in satisfaction of a claim under Order XXII of the Rules of the Supreme Court, and when and so far as money lodged under Order XIV has been appropriated in the manner provided in the last preceding Rule, payment shall be made by the Accountant-General to the person in satisfaction of whose claim it has been lodged, or to the person otherwise entitled thereto, or, on the written authority of either such person respectively, to his solicitor, upon receipt of a notification that the plaintiff accepts the sum lodged in satisfaction, and that due notice has been given of such acceptance, within the time limited by Order XXII, Rule 2, and upon a request or authority for payment of the same; such notification and request or authority to be in the Form No. 35, 36 or 37, or as nearly may be:

Provided that no payment shall be made under this Rule in any case (*a*) where an Order has been received restraining such payment, or (*b*) where a defence of tender before action has been pleaded, or (*c*) where money has been lodged by one or more of several defendants, or (*d*) where the claim is made (i) under the Fatal Accidents Acts 1846 to 1908 by or for the benefit of the widow of the person killed or (ii) by or for the benefit of an infant or a person of unsound mind.

(2) When a request is made for payment of money lodged in Court on a notice, the original receipt and notice must, whenever so required, be produced at the Pay Office.

(3) When securities have been lodged under the authority of—

(*a*) a Warrant of the Board of Trade in pursuance of (i) the Assurance Companies Act, 1909; or § (ii) the Road Traffic Act, 1930; or ‖

(*b*) a Warrant of the Industrial Assurance Commissioner in pursuance of the Industrial Assurance Act, 1923; or

(*c*) a Certificate of the Board of Trade in pursuance of the Workmen's Compensation (Coal Mines) Act, 1934,¶ and Rules made thereunder;

payment of the interest or dividends on such securities shall be made by the Accountant-General to the Company, Society, Association, or person in whose name the deposit has been made upon a request in the Form No. 37A or No. 37B, as the case may be."

3. The following paragraph shall be added to Rule 45 and shall stand as paragraph (5) of that Rule:—

"(5) Where money is lodged in proceedings under section 84 of the Law of Property Act, 1925,** directions in writing under the signature of an Official Arbitrator and countersigned by the secretary to the Reference Committee in accordance with Form No. 32 shall be sufficient authority to the Accountant-General to make the payments therein directed."

4. The following paragraph shall be added to Rule 74 and shall stand as paragraph (*h*) of that Rule:—

"(*h*) When lodged in proceedings under section 84 of the Law of Property Act, 1925."

5. These Rules may be cited as the Supreme Court Funds (No. 2) Rules, 1935, and shall come into operation on the 26th day of July, 1935, and the Supreme Court Fund Rules, 1927, as amended, shall have effect as further amended by these Rules.

6. The Supreme Court Funds (No. 2) Provisional Rules, 1935, dated the 17th day of May, 1935, and now in force, shall continue in force till the 26th day of July, 1935, on which day they shall be superseded and replaced by these Rules.

Dated the 12th day of July, 1935.

Hailsham, C.

George F. Davies,
Archibald R. J. Southby.
} Lords Commissioners of His Majesty's Treasury.

* 15 & 16 Geo. 5, c. 49. † S.R. & O. 1927 (No. 1184) p. 1638.
‡ See S. R. & O. 1931 (No. 459) p. 1239, 1933 (No. 61) p. 1826, 1934 (No. 1069) II, p. 610 and 1935, No. 108.
§ 9 Edw. 7, c. 49. ¶ 24 & 25 Geo. 5, c. 23.
‖ 20 & 21 Geo. 5, c. 43. ** 15 & 16 Geo. 5, c. 20.

The following awards have been made to members of the Society by the Benchers of Gray's Inn:—

Birkenhead Scholarship (£250 a year for three years), Mr. V. M. C. Pennington, of Trinity College, Cambridge.

Birkenhead Prize (£250), Mr. C. S. Evans, of Christ's College, Cambridge.

Lord Justice Holker Senior Scholarship (£200 a year for three years), Mr. E. N. Landale, of Magdalen College, Oxford.

Lord Justice Holker (Bacon) Scholarship (£100 a year for three years), Mr. Max Rosenbaum, Undergraduate of the University of London.

Lord Justice Holker (Holt) Scholarship (£80 a year for three years), Mr. T. R. F. Skemp, Undergraduate of Christ Church, Oxford.

The Law Society.

HONOURS EXAMINATION.

JUNE, 1935.

The names of the solicitors to whom the candidates served under articles of clerkship are printed in parentheses.

At the examination for Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction :—

FIRST CLASS.

(In Order of Merit.)

1. John Frank Gregg, LL.M. Birmingham (Mr. Samuel John Grey, of the firm of Messrs. S. J. Grey & Willcox, of Birmingham).
2. George Coles Barber, LL.B. Leeds (Mr. Francis Mariner Horner, of the firm of Messrs. Sampson, Horner & Co., of Bradford).
3. Thomas Dornan, B.A., B.C.L. Oxon (Mr. Charles Earnshaw Woosnam, of the firm of Messrs. Cottrell & Son, of Birmingham).
4. Rolla Douglas Watts Edwardes-Ker (Mr. Harold Gaye Michelmore, of the firm of Messrs. Harold Michelmore and Co., of Newton Abbot).

SECOND CLASS.

(In alphabetical order.)

John Anderson Armstrong, B.A. Cantab. (Mr. Richard Edward Bruce Beal, O.B.E., of the firm of Messrs. E. W. and Bruce Beal, of London).

James Annan Baird (Mr. Frederick George Webster, of Carlisle).

Raymond Spencer Boden, M.A. Cantab. (Mr. Charles Ronald Graham, M.A.; and Mr. Henry Fergus Graham, M.A., both of the firm of Messrs. Lawrence, Graham & Co., of London).

Kenneth Frederic Boustred (Mr. Frederic Alfred Ponsford Boustred, of the firm of Messrs. Henry Boustred & Sons, of London).

Rory Murgatroyd Brierley (Mr. Claude Stratford, of Norwich).

Arthur Holmes Connell, B.A., LL.B. Cantab. (Mr. Edward Bramley, M.A., LL.D., J.P., of the firm of Messrs. Bramley and Coombe, of Sheffield).

Norman Hetherington Cullen (Mr. Henry Norman Beecher Bryant, of the firm of Messrs. Wilberforce Allen & Bryant, of London).

Edward Brumfield Gillhespy, B.A. Oxon (Mr. John Henry Cockburn, O.B.E., of the firm of Messrs. Parker Rhodes, Cockburn & Co.; and Mr. Arthur Sanderson Furniss, of the firm of Messrs. Gichard & Co., both of Rotherham).

Harry James Green (Mr. Herbert William Green, of the firm of Messrs. G. Houghton & Son, of London).

John Herbert Griffiths (Mr. Ernest Augustus Rootham, of the firm of Messrs. Harding, Son & Rootham, of Barnstaple).

Christopher Hedley Harmer, B.A., LL.B. Cantab. (Mr. William Graham, of the firm of Messrs. Nicholson, Graham and Jones, of London).

Herbert Walmsley Higginson, B.A., LL.B. Cantab. (Mr. Clarence Goullee Syrett, of the firm of Messrs. Syrett and Sons, of London).

John Warwick Rivaz Hunt, B.A. Cantab. (Mr. Hugh Adolphus Carter, of the firms of Messrs. Peake & Co., and Messrs. Hallowes & Carter, both of London).

Frederick William Kay (Mr. Eric Nassau Molesworth, of the firm of Messrs. John Molesworth & Sons, of Rochdale).

Henry James Killick, B.A. Oxon (Mr. Edgar Charles Chancellor; and Mr. Robert Thompson Douglas Stoneham, both of the firm of Messrs. Stoneham & Sons, of London).

Charles Henry Kinnersley, B.A., LL.B. Cantab. (Mr. Edward John George Higham, B.A., B.C.L., of the firm of Messrs. Osborne, Ward, Vassall, Abbott & Co., of Bristol).

Frank Edwin Hyman Levinson, B.A. Cantab. (Sir Samuel Gluckstein, of the firm of Messrs. Bartlett & Gluckstein, of London).

Andrew Bernard Lyons, B.A., LL.B. Cantab. (Mr. Aubrey Gonvi O'Hara Russ, of the firm of Messrs. C. A. Russ & Son, of London).

Robin Home McCall (Mr. Edwin Plomley Dawes, of the firm of Messrs. Dawes, Son & Prentice, of Rye; and Messrs. Sharpe, Pritchard & Co., of London).

Vincent Adderley McKnight (Mr. Patrick James McKnight, of the firm of Messrs. P. J. McKnight & Ryder, of Stoke-upon-Trent).

Robert Edgar Megarry, B.A., LL.B. Cantab. (Mr. James Robert Spencer Young, M.B.E., of London).

William Bottomley Murgatroyd (Mr. Walter Greenwood Robertshaw, of Brighouse).

Howard Spencer Murphy, B.A. Oxon (Mr. Leonard Vincent Murphy, of the firm of Messrs. Linnell & Murphy, of Oxford).

Felix James Nunes Nabarro (Mr. Joseph Nunes Nabarro, B.A., LL.B., of London).

John Plowman Ricks, B.A. Oxon (Mr. Charles Eaton Mills, of the firm of Messrs. Mills, Lockyer, Church & Evill, of London).

Richard William Shepherd, B.A. Oxon (Mr. Thomas Dowker Shepherd, of the firm of Messrs. Bleaymire and Shepherd, of Penrith).

William Sommerville, B.A. Cantab. (Mr. Thomas Murray Sowerby, of London and Bristol).

Arthur John Williamson, B.A., B.C.L. Oxon (Mr. Arthur Peel Williamson, of Retford).

THIRD CLASS.

(In alphabetical order.)

Alfred James Aldous (Mr. Henry Simon Batley Jackaman, of the firm of Messrs. Jackaman & Sons; and Mr. Henry Claude Goldsmith, of the firm of Messrs. Gotelee & Goldsmith, both of Ipswich).

Peter Francis Allfree (Mr. Edward Cecil Allfree, of the firm of Messrs. Robinson & Allfree, of Ramsgate).

Denys Gerald Winton Apthorpe (Mr. Ellis Norton Cunliffe, of the firm of Messrs. Cunliffe, Blake & Mossman, of London).

John Attlee (Mr. John William Gambrill, of Folkestone).

Archibald Walter Bury, B.A. Oxon (Mr. Walter Wilfred Bury, of the firm of Messrs. H. E. & W. Bury, of London).

Geoffrey Thornton Calvert, B.A. Oxon (Mr. Harold Frederic Atter, O.B.E., of the firm of Messrs. Greaves, Atter & Beaumont, of Wakefield).

William Francis Comyns, LL.B. London (Sir Harry Goring Pritchard, of the firm of Messrs. Sharpe, Pritchard & Co., of London).

John Douglas Cooke (Mr. Douglas Edwin Cooke, of the firm of Messrs. Cooke & Sons, of Luton; and Messrs. Peacock and Goddard, of London).

William Arthur Harvey Druitt, B.A. Oxon (Mr. Ralph Lyall Mason, of the firm of Messrs. Leighton & Savory, of London).

Herbert Aubrey Easton, B.A. Cantab. (Mr. Herbert Augustus Easton, of the firm of Messrs. Wm. Easton & Sons, of London).

Freda Gaukroger, (Mr. John Roberts, of the firm of Messrs. Jaques & Co., of London).

Eric Eugene Leo Giuseppi, B.A. Oxon (Sir Robert Clermont Witt, M.A., C.B.E., D.Litt., of the firm of Messrs. Stephenson, Harwood & Tatham, of London).

Robert Gray, LL.B. Sheffield (Mr. Robert Hargreaves, M.A., LL.B., of the firm of Messrs. Parker, Hargreaves and Warskett, of Sheffield; and Messrs. Herbert Smith & Co., of London).

Kenneth Edward William Hatchard (Mr. Thomas Laurence Budd, of the firm of Messrs. Sarjeant, Budd & Brown; and Mr. Denis Brown, of the firm of Messrs. Sarjeant, Brown and Brown, both of Reading).

Richard Hiles (Mr. Thomas Hidderley, of the firm of Messrs. Hidderley & Prickett, of Stockport).

John Noel Laughton Isaac, B.A. Oxon (Mr. Henry Vesci Batchelor; and Sir Alexander Waldemar Lawrence, Bart., both of the firm of Messrs. Clifford Turner & Co., of London).

Franz Bernhard Noltingk, B.A. London (Mr. Charles Arthur Fell, of the firm of Messrs. Kimbers, Williams, Sweetland & Stinson, of London).

Norman John Orchard (Mr. James Olivey, of the firm of Messrs. Robbins, Olivey & Lake, of London).

Cecil Gerard Alexander Paris (Mr Leonard Farmer Paris, of the firm of Messrs. Paris, Smith & Randall, of Southampton).

Basil Hume Pinsent, B.A. Cantab. (Mr. William Allan Scott; and Mr. John Christopher Medley, B.A., both of the firm of Messrs. Field, Roscoe & Co., of London).

Hugo William Arbouin Repard, B.A. Cantab. (Mr. Glynn Henry Reginald Barton, of the firm of Messrs. Glynn Barton and Co., of London).

Alex Edward Sellers, B.A. Oxon (Mr. Francis Osborne Bates, of the firm of Messrs. J. H. Powell & Co., of Derby).

John Birkmyre Shankland (Mr. Henry North Lewis, of the firm of Messrs. Middleton, Lewis & Clarke, of London).

Richard Vernon Spens (Mr. Edmund Reynolds Willoughby Radcliffe, of the firm of Messrs. Radcliffes & Hood, St. Barbe Sladen & Wing, of London).

Peter Norton Townsend (Mr. Charles Lucas Townsend, of the firm of Messrs. Archer, Parkin & Townsend, of Stockton on-Tees).

Amy Maud Waters (Mr. George Henry Hiscocks, of the firm of Messrs. Hiscocks & Co., of London).

Frederick Woollam (Mr. William Jones, of Ruthin).

Charles Gordon Wright (Mr. Charles North Wright, of the firm of Messrs. Fowler, Langley & Wright, of Wolverhampton).

John William Wright (Mr. William Edmund Wright, of the firm of Messrs. Wright & Son, of London).

Alan Walter Stuart Young (Mr. Walter Stuart Young, M.A., LL.B., of the firm of Messrs. Barber, Young & Co., of London).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prizes :—

To Mr. Gregg—The Clement's Inn Prize—Value about £42.

To Mr. Barber—The Daniel Reardon Prize—Value about £21.

To Mr. Dornan—The Clifford's Inn Prize—Value £5 5s.

To Mr. Edwardes-Ker—The New Inn Prize—Value £5 5s.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

227 Candidates gave notice for Examination.

Societies.

Gloucestershire and Wiltshire Incorporated Law Society.

The Annual Meeting of this Society was held at Swindon on the 10th July, under the chairmanship of the President, Mr. Neville G. Moore, of Tewkesbury. There were forty-seven other members present. After the minutes of the last Annual Meeting had been read and confirmed the annual report and accounts were received and adopted. Mr. J. W. Pooley, of Swindon, was elected President, and Mr. H. W. Berthon, of Lydney, Vice-President, for the ensuing year. The General Committee, Library Committee and Poor Persons' Cases Committee were appointed.

A charitable grant amounting to £21 was voted and also a donation of £21 to the funds of the Solicitors' Benevolent Association.

Eleven new members were elected, bringing the membership of the Society up to 167.

A draft resolution establishing a minimum scale within the counties of Gloucestershire and Wiltshire was considered, amended and finally approved.

The draft rules to be submitted to the meeting of the Associated Provincial Law Societies were considered and approved, subject to certain amendments.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at No. 60, Carey-street, London, W.C.2, on the 3rd July, Mr. T. G. Cowen in the chair. The other directors present were: Sir A. Norman Hill, Bart., Sir Edmund Cook, C.B.E., Mr. F. E. F. Barham, Mr. C. S. Bigg (Leicester), Mr. P. D. Botterell, C.B.E., Mr. T. S. Curtis, Mr. G. C. Daw (Exeter), Mr. Robert Epton (Lincoln), Mr. A. G. Gibson, Mr. Gerald Keith, Mr. E. B. Knight, Mr. C. W. Lee, J.P., Mr. C. G. May, Mr. A. R. Moon (Manchester), Mr. R. C. Nesbitt, Mr. H. F. Plant, Mr. A. B. Urmston (Maidstone), and the Secretary.

£1,191 10s. was distributed in grants to necessitous cases; 17 new members were elected; and other general business was transacted.

The Hardwicke Society.

The annual general meeting of the above Society was held in the Middle Temple Common Room on Friday 19th July. The report of the committee and the balance sheet having been passed, the following officers were elected for the ensuing year: President, Mr. T. H. Mayers; Hon. Treasurer, Mr. James A. Petrie; Hon. Secretary, Mr. G. E. Llewellyn Thomas. The following members were elected to serve on the committee: The Hon. F. P. Howard, Prince Leonid Lieven, Mr. C. E. Scholefield, Mr. A. P. MacNabb, Miss M. C. Davis, The Hon. E. Howard.

Surrey Bench and Bar.

The Surrey Bench and Bar dinner was held at the Café Royal on Thursday, 18th July, the Chairman of Surrey Sessions (Mr. J. H. W. Pilcher) presiding. Among the guests were Mr. Justice Humphreys, the Common Serjeant, and Judge Gerald Dodson. The members and guests present included: Mr. C. R. Algar, Mr. R. H. Blundell, Mr. E. Bisiker, Mrs. H. Bisiker, Miss H. I. Bisiker, Mr. John Buckley, Mr. H. E. Baker, Sir John Cameron, Mr. R. S. Chapman, Mr. A. A. Gordon Clark, Miss C. Colwill, Mr. H. J. Colebrook, Mr. C. G. L. Du Cann, Dr. W. St. L. Finny, Mr. and Mrs. F. Gahan, Mr. and Mrs. C. H. C. Haslam, Mr. A. Hickson-Brown, Mr. P. R. Hollins, Mr. P. Hamilton Hughes, Mr. E. Graham, Mr. Stuart Horner, Mr. F. Ashe Lincoln, Mr. J. E. Hill, Mr. W. B. Manley, Mr. G. B. McClure, Mr. C. G. Moran, Mr. J. H. Hamblen, Mr. T. M. O'Callaghan, Miss Rita Reuben, Mr. W. L. Roots, Mr. J. Wells-Thatcher, Mr. R. Roy Stuart, Mr. T. J. Sophian, Mr. F. M. Landau, Mr. Derek Whiteley, Mr. Lawrence Vine, Mr. H. C. Woolmer, Captain F. A. Sclater, Dr. A. R. Moore, Mr. H. A. Merriman, Councillor H. G. Wigzell, Sir Lindsey Smith, Captain E. H. Tuckwell, Mr. R. Phillips, Mr. A. H. King and Mr. C. H. Rogers.

Legal Notes and News.

Honours and Appointments.

The Board of Trade have appointed Mr. RUDOLF KYNOCH CLARK, Official Receiver in Bankruptcy at Manchester, to be Official Receiver for the Bankruptcy District of the County Courts holden at Birmingham, Walsall, West Bromwich, Wolverhampton and Worcester, with effect from the 1st August, 1935, in the place of Mr. C. Hoult.

Mr. W. E. O. RUTTER has been appointed Clerk of Bromyard Rural District Council. Mr. Rutter was admitted a solicitor in 1911.

Mr. E. C. KING, Clerk to Coulsdon and Purley Urban District Council, has been elected Chairman of the Executive Council of the Urban District Councils Association. Mr. King was admitted a solicitor in 1924.

Mr. ERIC BANKS, Senior Assistant Solicitor of Ipswich, has been appointed Deputy Town Clerk of Chichester as from 1st October, 1935. Mr. Banks, who was admitted a solicitor in 1931, was formerly Assistant Solicitor at Eastbourne.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

On and after Tuesday, 6th August, the office of the Registrar of Companies will be at Bush House, South West Wing, Strand, W.C.2. The companies' search room will be closed on Saturday, 3rd August.

The London School of Economics and Political Science, University of London, announces the award of the Whittuck Scholarship in the Faculty of Laws to John David Bawden Mitchell (Colfe's Grammar School).

In the examinations of the Chartered Institute of Secretaries held last June, 119 candidates out of 175 passed in the preliminary examination, 385 out of 972 in the intermediate examination, and 301 out of 992 candidates in the final examination.

The trustees of the Eldon Law Scholarship will meet on 14th November to consider the application for one of these scholarships. The scholarship is of the annual value of £200, and full information of the terms under which it is held can be obtained from the trustees' secretary, Mr. W. G. Trower, 5, New-square, Lincoln's Inn, W.C.2.

Mr. Walter Bell, F.S.A., will conduct parties over the Tower of London, including parts of the building not open to the general public, on the 7th and 21st August, and will give a short talk on its history and associations. Full particulars and tickets can be obtained from the Secretary, King Edward's Hospital Fund for London, 10, Old Jewry, E.C.2.

Wills and Bequests.

Mr. John Sykes, solicitor, of Huddersfield, left £31,239, with net personalty £29,014.

Mr. Henry Chetham, solicitor, of Hampstead and of Stratford Place, W., left £10,069, with net personalty £10,000.

Alderman William Ranby Goate, J.P., solicitor, of Coventry, left £105,085, with net personalty £62,062.

Major Robert Henry Whitcombe, D.S.O., V.D., solicitor, of Bewdley, Worcestershire, left £7,288, with net personalty £7,234.

Mr. William Allan Scott, solicitor, of Northwood and of Lincoln's Inn Fields left £33,541, with net personalty £21,862.

Mr. Edward Golding Elwes, solicitor, of Rustington, Sussex, left £15,498, with net personalty £2,900.

Mr. George Stanislaus Bolton, solicitor, of Southport, left £68,804, with net personalty £68,637.

Mr. Edwin Arthur Laverack, solicitor, of Hull, left £19,062, with net personalty £11,895.

Long Vacation, 1935.

HIGH COURT OF JUSTICE.

NOTICE.

During the Vacation, up to and including Tuesday, 3rd September, 1935, all applications "which may require to be immediately or promptly heard," are to be made to The Hon. Mr. Justice HILBERY.

COURT BUSINESS.—The Hon. Mr. Justice HILBERY will, until further notice, sit in The Court of Criminal Appeal, Royal Courts of Justice, at half-past 10 on Wednesdays, commencing on Wednesday, 7th August, for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in Court.

PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrar's Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made :—

(1) Counsel's certificate of urgency or note of special leave granted by the Judge.

(2) Two copies of notice of motion, one bearing a 5s. impressed stamp.

(3) Two copies of writ and two copies of pleadings (if any).

(4) Office Copy Affidavits in support and also Affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows :—"Chancery Official Letter : To the Registrar in Vacation, Chancery Registrar's Office, Royal Courts of Justice, London, W.C.2."

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice HILBERY will sit for the disposal of King's Bench Business in The Court of Criminal Appeal at half-past 10 on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.15 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 14th and 28th August, and the 11th and 25th September at the Principal Probate Registry at 12.15.

Decrees will be made absolute on each Wednesday during the Vacation, except Wednesday, the 2nd October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m. except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

Royal Courts of Justice.
Room 136.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 15th August, 1935.

	Div. Months.	Middle Price 31 July 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116	3 9 0	2 19 3
Consols 2½%	JAJO	85½	2 18 6	—
War Loan 3½% 1952 or after	JD	106⅝	3 5 7	2 19 10
Funding 4% Loan 1960-90	MN	119½	3 6 11	2 17 9
Funding 3% Loan 1959-69	AO	104¼	2 17 6	2 15 3
Victory 4% Loan Av. life 23 years	MS	117½	3 8 1	2 18 10
Conversion 5% Loan 1944-64	MN	122	4 2 0	1 19 4
Conversion 4½% Loan 1940-44	JJ	112	4 0 4	2 2 10
Conversion 3½% Loan 1961 or after	AO	108½	3 4 6	3 0 5
Conversion 3% Loan 1948-53	MS	104½xd	2 17 5	2 11 10
Conversion 2½% Loan 1944-49	AO	102	2 9 0	2 4 7
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	370½	3 4 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89	3 1 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	114	3 18 11	3 6 0
India 3½% 1931 or after	JAJO	98	3 11 5	—
India 3% 1948 or after	JAJO	86	3 9 9	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	114	3 10 2	2 16 9
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 3
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	111	4 1 1	2 12 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 6
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	113	3 10 10	3 1 0
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 7
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106	3 6 0	3 0 10
Leeds 3% 1927 or after	JJ	95	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	108	3 4 10	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	83	3 0 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96½	3 2 2	—
Manchester 3% 1941 or after	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100½	2 9 9	—
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
* Do. do. 3% "B" 1934-2003	MS	99½	3 0 4	3 0 4
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 7
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 18 10
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106½	3 5 9	3 3 7
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	136½	3 13 3	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	135½	3 13 10	—
Gt. Western Rly. 5% Preference	MA	123½	4 1 0	—
Southern Rly. 4% Debenture	JJ	114	3 10 2	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	113½	3 10 6	3 4 10
Southern Rly. 5% Guaranteed	MA	135½	3 13 10	—
Southern Rly. 5% Preference	MA	123½	4 1 0	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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